

INTERGOVERNMENTAL AGREEMENT  
Between  
COCHISE COUNTY  
And  
THE HOUSING AUTHORITY OF COCHISE COUNTY

THIS AGREEMENT, entered into the 15th day of November 2011 between COCHISE COUNTY, a body politic, hereinafter called the COUNTY, and THE HOUSING AUTHORITY OF COCHISE COUNTY, an independent authority established by the Cochise County Board of Supervisors, hereinafter called the HOUSING AUTHORITY.

WHEREAS the COUNTY has been awarded SIX HUNDRED AND ELEVEN THOUSAND, FIVE HUNDRED AND EIGHTY-TWO DOLLARS (\$611,582.00) from the United States Department of Housing and Urban Development (HUD), Performance Grant Agreement Number AZH110018, and such funds are to be applied to the Housing Opportunities for Persons with AIDS (HOPWA), an activity/program to be coordinated by the HOUSING AUTHORITY; and

WHEREAS the COUNTY is the party responsible to HUD for the proper disbursement and use of the subject funds in accordance with the subject designated activities; and

WHEREAS it is the desire of the COUNTY that the said designated activities performed in accordance with the subject grant conform to all appropriate and applicable laws, rules, regulations, and standards concerning the same; and

WHEREAS it is the desire of the COUNTY to identify the responsibilities of the parties and establish such procedures as may be necessary for the proper administration of the subject activities and disbursement of funds.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. It is understood and agreed that only the funds received by the COUNTY from HUD Grant Number AZH110018 in the amount of SIX HUNDRED AND ELEVEN THOUSAND, FIVE HUNDRED AND EIGHTY-TWO DOLLARS (\$611,582.00) are to be used for the HOPWA Program. The COUNTY assumes no responsibility to provide additional funds for this project. Any shortage must be addressed by the HOUSING AUTHORITY, either through a supplemental contribution or by an amendment of this project.
2. It is understood and agreed that the subject funds shall be disbursed only for the specified activities as set forth in the approved Performance Grant Agreement between HUD and Cochise County, Grant Number AZH110018 signed by HUD on September 15, 2011. A current edition of this document is attached hereto as "Exhibit A" and incorporated herein by reference.
3. The HOUSING AUTHORITY will conduct the approved activities set forth in the approved HUD grant agreement cited in paragraph two (2) above. The HOUSING

AUTHORITY shall pay all expenses incurred for this specific grant activity and maintain detailed records of such payments.

4. The HOUSING AUTHORITY shall take such other steps as may be necessary and required to discharge its obligations with respect to administration or disbursement of the subject activities and funds.

5. The HOUSING AUTHORITY, as a condition of COUNTY approval of disbursement of funds pursuant to this agreement, agrees to comply with all applicable rules, ordinances, regulations and standards that may apply to the designated activities set forth in the approved grant award.

6. The HOUSING AUTHORITY, as a condition of receipt of the subject funds, shall take such actions as are necessary and proper in order to comply with the conditions of the grant award and which are necessary to properly complete the designated activities in Section two (2) of this agreement

7. The HOUSING AUTHORITY shall insure that no person is displaced or forced to relocate as a direct result of this project. Any tenant or occupant of said property would be offered a substitute lease under such terms and conditions as are appropriate to prevent such person from being classified as a displaced person under applicable laws.

8. The HOUSING AUTHORITY shall comply with all other applicable uniform administrative requirements for the grant and specifically those identified in OMB Circulars A-110 and A-112.

9. This Agreement may be terminated by the COUNTY upon 60 days written notice to the HOUSING AUTHORITY for good cause should the HOUSING AUTHORITY fail to materially comply with any of the terms of this agreement, provided that the COUNTY reimburses in full for any expenses that have been incurred by the HOUSING AUTHORITY for this specific grant activity. The HOUSING AUTHORITY may terminate this agreement upon 60 days written notice of intent to terminate, provided that the HOUSING AUTHORITY reimburses COUNTY in full for any expenses that have been incurred by COUNTY or will be incurred by COUNTY to reimburse HUD under the grant resulting from the actions of the HOUSING AUTHORITY.

10. The parties shall be bound by the terms and conditions of this agreement for a period of five years after notice to the parties that HUD Grant Number AZH110018 has been formally closed out or until all issues raised by the audit have been resolved, whichever is later.

11. Each party has authorized the Cochise County Attorney's Office to conduct the requisite review of the IGA on its behalf. Each party hereby acknowledges that it has consulted with the Deputy County Attorney regarding the potential conflicts of interest that may arise in the dual representation of both parties by the Office of the County Attorney and has consented to this arrangement.

THE HOUSING AUTHORITY OF COCHISE  
COUNTY COMMISSION

  
\_\_\_\_\_  
JENNIFER RYAN  
CHAIRMAN

COCHISE COUNTY BOARD OF  
SUPERVISORS

\_\_\_\_\_  
PATRICK CALL, CHAIRMAN

ATTEST:

\_\_\_\_\_  
KATIE HOWARD,  
CLERK OF THE BOARD

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: IGA between Cochise County and the Housing Authority of Cochise County

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County and the Housing Authority of Cochise County.

Approved as to form this 2 day of November, 2011.

EDWARD G. RHEINHEIMER  
Cochise County Attorney

By: 

David Fifer,  
Civil Deputy County Attorney

**Performance Grant Agreement for 2011 Renewal Grants**

Grant Number: AZH110018

Official Contact: Anita Baca

Title: Executive Director

Mailing Address: 1415 Melody Lane, Bisbee, AZ 85603

Telephone: (520) 432-8883

FAX Number: (520) 432-8890

Tax ID No.: 86-6000398

Email Address: abaca@cochise.az.gov

DUNS No.: 020126041

Project Location (City/Co. & State): Cochise County, Arizona

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS  
PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2011**

This Performance Renewal Grant Agreement ("Agreement") is made between the United States Department of Housing and Urban Development ("HUD") and Cochise County, Arizona ("Grantee").

Definitions

The terms "Grant" and "Grant Funds" mean the funds provided under this Agreement.

The term "Application" means the application submissions on the basis of which a Grant was originally approved by HUD, including certifications and assurances and any information or documentation required to meet grant award conditions. The Application, AZH080002, is incorporated herein, as updated through the "Renewal Application" and, if applicable, through a HUD-approved grant amendment. However, in the event of conflict between a provision of the Application and a provision of this Agreement, the latter shall control.

The term "Renewal Application" means the application submission on the basis of which the 2011 Grant renewal was approved by HUD, including certifications and assurances, and any information or documentation required to meet renewal grant award conditions. The Renewal Application, AZH110018, is incorporated herein as part of this Agreement and attached hereto as Exhibit A. In the event of conflict between a provision of the Renewal Application and any provision of this Agreement, the latter shall control.

The term "Project Sponsor" means any private nonprofit organization or governmental housing agency that receives funds under a contract with the Grantee to carry out eligible activities identified in the Application.

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### Background

This Agreement will be governed by the requirements of the AIDS Housing Opportunity Act, 42 U.S.C. 12901 *et seq.* (Act), the Housing Opportunities for Persons With AIDS ("HOPWA") program regulations, 24 C.F.R. part 574 ("Regulations"), and CPD Notice 09-07, Standards for Fiscal Year 2011 HOPWA Permanent Supportive Housing Renewal Grant Applications, issued January 25, 2011. The Regulations are attached hereto as Exhibit C and are incorporated into this Agreement.

### Approved Grant Amount

Upon execution of this Agreement, HUD agrees to provide \$ \_611,582\_ to the Grantee to carry out the project described in the Renewal Application (Exhibit A), and approved in the budget (Exhibit B), both of which are incorporated into this Agreement.

The term of this Agreement shall begin on \_02/01/2012\_ and end on \_01/31/2015\_ (mm/dd/yyyy), or three years from the beginning date of this agreement, whichever comes first. Notwithstanding the foregoing, the term of this Agreement may not begin until the original grant agreement \_ AZH080002\_ has expired.

### Renewal Grant Purpose and Requirements for Providing Permanent Supportive Housing.

As a requirement for the receipt of these federal funds for permanent supportive housing, Grantee agrees to maintain project eligibility and related documentation on the following:

- (1) The project will continue to provide permanent supportive housing support to HOPWA eligible persons over the operating period of this grant. At least 51 percent of the HOPWA program activity funds awarded to the project must be used for this purpose. Any new funds, including commitments of other funds, must be utilized to provide permanent supportive housing to eligible persons for the planned annual outputs;
- (2) Exhibit A also provides for the list of the application commitments of other resources to be used in conjunction with HOPWA funds. If your project relies on other state, local, federal, or private resources to provide the permanent housing or supportive services portion of your project, as documented and approved by HUD in commitment letters for leveraging, you must ensure that the other resources will continue to be available for that purpose throughout the commitment period noted in the grant. Failure to use committed resources as documented and approved by HUD will constitute a grant default, which may result in grant sanctions, including reductions in amounts awarded for supportive services;
- (3) Grantee must maintain evidence that the client has a continuous legal right to remain in the unit or property and has access to ongoing supportive services provided through qualified providers. Grant files must include a copy of the standard lease form or occupancy agreement used for residents of the project. The lease or occupancy

agreement must be for a term of at least one year. The lease or occupancy agreement must also be automatically renewable upon expiration, except on reasonable prior notice by either the tenant or the landlord. Failure to maintain this project documentation of the client's lease or occupancy agreement will constitute a grant default;

- (4) If the application proposes to provide security deposits, such costs are to be reasonable and limited to not more than two months rent and classified as part of the BLI shown as Permanent Housing Placement Costs. Grantees should quantify this effort and establish their plan for undertaking and reporting on this activity under this BLI;
- (5) The Grantee agrees to comply with the Drug-Free workplace standard requirement listed in the 2011 NOFA General Section, located in Section III.C. 5. ; and
- (6) The Grantee agrees to comply with environmental review requirements, as set forth at 24 C.F.R. part 58. Where applicable, Grantee also agrees to provide HUD with information necessary for HUD to perform any required environmental review under 24 C.F.R. part 50. Grantee shall carry out mitigating measures required by HUD or select alternate eligible property resulting from such review. Grantee shall not acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from HUD that the environmental review is complete.

#### Amendments

This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, including a transfer of contractual rights via an assignment, the Grantee shall submit a letter of request to the address to the appropriate field office and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date of execution by HUD.

#### Pre-award costs

In cases where the original agreement has now expired and all funds expended, eligible costs under the new renewal award may include pre-award costs to support continuation of the approved renewal activities. Pre-award costs are authorized by OMB Circulars A-87 and A-122, which are applicable to the HOPWA program under 24 C.F.R. § 574.605. Pre-award costs are those costs incurred prior to the effective date of the award directly pursuant to the execution of this Agreement where such costs are necessary to comply with the proposed delivery schedule or period of performance for continued activities. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of HUD. Renewal Grantees are required to obtain approval of pre-award costs via a written request to the field office prior to incurring costs.



Performance

Grantee agrees to, and will ensure that each Project Sponsor agrees to:

- (1) Comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 C.F.R. part 25) and Appendix A to part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 C.F.R. part 170).
- (2) Provide housing support to HOPWA eligible persons over the operating period of this grant consistent with the services described in the renewal application and attached as Exhibit A, and applicable HUD regulations;
- (3) Comply with and meet the performance measure benchmark outputs and outcomes established in the Renewal Application HOPWA Budget form HUD 40110-B found in Exhibit B for the implementation and operation of this award;
- (4) Conduct an ongoing assessment of the permanent supportive housing assistance required by the participants in the program, including annual assessments of their housing situations, and report on the annual achievement of HOPWA client outcome goals in achieving stable housing, reducing risks of homelessness and improving access to care for beneficiaries;
- (5) Assure the adequate provision of supportive services to the participants in the program, including support to access health-care, HIV treatment and benefits or other support available under mainstream health and human welfare programs and other public and private resources, as needed. Further, the Grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made with respect to that item or service: (i) under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (ii) by an entity that provides health services on a prepaid basis;
- (6) The following applies to an application that involves the use of HOPWA funds for supportive service activities aimed at assisting HOPWA clients with substance abuse treatment. Note that, in operating this project, the Grantee and any project sponsor must comply with federal, state and other applicable laws pertaining to the illegal use of a controlled substance. The Grantee and sponsor must undertake reasonable steps to ensure that beneficiaries receive appropriate access to substance abuse treatment and counseling. Admission should be denied, or eviction initiated, for persons engaging in illegal drug activities, where such activities threaten the health, safety, or right to peaceful



enjoyment of the premises by other residents. Grantees and project sponsors must establish procedures for project ineligibility and evictions related to illegal drug activities;

- (7) Agree that any program income resulting under this grant be added to the funds committed to the project or other HOPWA program activities under this agreement, to be used to further eligible project or program objectives;
- (8) Agree to maintain records of beneficiary and program activity eligibility, including documentation that evidences compliance with agreements noted above. In the case of participant eligibility records, the Grantee shall update records no less than annually.

#### Disbursement of Funds

Agree to record the expenditure of funds in a timely manner and implement financial procedures to ensure disbursements for reimbursement of the HOPWA renewal grant award expenses through the LOCCS system on at least a quarterly basis, beginning three months after the program commencement date established in this Agreement. The Grantee agrees, and will ensure that any Project Sponsor agrees, to make timely payments to each subrecipient upon request, provided the requesting subrecipient is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms of this Agreement.

#### Performance Reporting

- (1) In accordance with 24 C.F.R. part 91, the Grantee shall submit an Annual Progress Report (APR) that demonstrates its progress in carrying out its strategic plan and its action plan within 90 days after the close of each program year. The performance report must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including racial and ethnic status of persons assisted), actions taken to further fair housing. Comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants, annual housing outputs and client housing outcomes) for program monitoring and evaluation purposes, as HUD has established for purposes of carrying out the program in an effective and efficient manner;
- (2) Comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants, annual housing outputs and client housing outcomes) for program monitoring and evaluation purposes, as HUD has established for purposes of carrying out the program in an effective and efficient manner;

Project Sponsors

The Grantee shall ensure that Project Sponsors are aware of requirements imposed upon them by federal statutes and implementing regulations. Project Sponsor contracts should include any clauses required by this Agreement and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars.

Defaults and Remedies

A default shall occur when the Grantee materially fails to comply with program requirements. A default may consist of using Grant Funds other than as authorized by this Agreement, noncompliance with statutory, regulatory, NOFA, or other requirements applicable to this HOPWA award, any other material breach of this Agreement, or any material misrepresentation, which, if known to HUD, would have resulted in the Grant Funds not being provided. If the Grantee fails to comply with any term of this award, HUD may:

- (1) Temporarily withhold further payments pending corrective action by the Grantee or Project Sponsor;
- (2) Disallow all or part of the cost of an activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the current award for the Grantee's or Project Sponsor's program;
- (4) Withhold further awards for the HOPWA program;
- (5) Reduce or recapture Grant Funds;
- (6) Require the Grantee to reimburse program accounts with non-Federal funds for the amount of ineligible costs; or
- (7) Take other appropriate action, including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

Attachment 3, 2011 Renewal Grant Agreement

Nothing in this paragraph shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. The Grant may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

This Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA

Department of Housing and Urban Development

By: The Secretary or HUD designated signatory

By: Larry W. White for Maria Cremer  
(Signature)

Acting Director  
(Title)

9/15/11  
(Date)

GRANTEE

By: Patrick Call  
(Authorized signatory)

Patrick Call  
(Type in name of authorized signatory)  
Chairman, Cochise County  
Board of Supervisors

(Title of authorized signatory)

September 13, 2011  
(Date)

# EXHIBIT A

**Application for Federal Assistance SF-424**

Version 02

**\*1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\*2. Type of Application**

- ☐ New  
☒ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s)

\*Other (Specify) \_\_\_\_\_

3. Date Received:

4. Applicant Identifier:

AZ034

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

AZ-H08-0002

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: Cochise County, Arizona

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
86-6000398

\*c. Organizational DUNS:  
020126041

**d. Address:**

\*Street 1: 1415 Melody Lane  
Street 2: \_\_\_\_\_  
\*City: Bisbee  
County: Cochise  
\*State: Arizona  
Province: \_\_\_\_\_  
\*Country: United States  
\*Zip / Postal Code: 85603

**e. Organizational Unit:**

Department Name:  
Housing Authority of Cochise County

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mrs. \*First Name: Anita  
Middle Name: Marie  
\*Last Name: Baca  
Suffix: \_\_\_\_\_  
Title: Executive Director  
Organizational Affiliation:

\*Telephone Number: (520) 432-8883

Fax Number: (520) 432-8890

\*Email: abaca@cochise.az.gov

**Application for Federal Assistance SF-424**

Version 02

**\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10 Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

14-241

**\*12 Funding Opportunity Number:**

\*Title:

2011 HOPWA Permanent Supportive Housing Renewal Grant

**13. Competition Identification Number:**

Title:

Housing Opportunities for Persons With AIDS (HOPWA) 2011 Permanent Supportive Housing Renewal Grant

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Cochise County, Arizona

**\*15. Descriptive Title of Applicant's Project:**

Provide permanent supportive housing and services to low-income families who have an HIV + member, within Cochise County, Arizona. This will be accomplished through tenant-based rental assistance; short term rent, utility, and mortgage assistance; case management; HIV counseling; permanent housing placement; and housing information services.



Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

\*a. Applicant: 8

\*b. Program/Project: 8

17. Proposed Project:

\*a. Start Date: 1/1/2012

\*b. End Date: 1/1/2015

18. Estimated Funding (\$):

*a. Federal	611,582
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	611,582

\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. \*First Name: Patrick

Middle Name: G.

\*Last Name: Call

Suffix:

\*Title: Chairman, Cochise County Board of Supervisors

\*Telephone Number: 520-432-9200

Fax Number: 520-432-5016

\* Email: pcall@cochise.az.gov

\*Signature of Authorized Representative:

\*Date Signed: 3-1-11

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

# INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	<b>Type of Submission:</b> (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application - If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>	10.	<b>Name Of Federal Agency:</b> (Required): Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	<b>Type of Application:</b> (Required): Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> <li>• New - An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> <li>A. Increase Award      B. Decrease Award</li> <li>C. Increase Duration    D. Decrease Duration</li> <li>E. Other (specify):</li> </ul> </li> </ul>	12.	<b>Funding Opportunity Number/Title:</b> (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	<b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.	15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	<b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	<b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.	16.	<b>Congressional Districts Of:</b> (Required) 16a. Enter the applicant's Congressional District and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation - 3 characters District Number, e.g., CA-025 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number. e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
5b.	<b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	<b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.	17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
7.	<b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.	18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
8.	<b>Applicant Information:</b> Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-444444.</li> <li>c. <b>Organizational DUNS:</b> (Required): Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the</li> </ul>	19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. <b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required); organizational affiliation (if affiliated with an organization other than the applicant organization); telephone number (Required); fax number; and email address (Required) of the person to contact on matters related to this application.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.		
9.	<b>Type of Applicant: (Required)</b> Select up to three applicant type(s) in accordance with agency instructions. <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;">           A. State Government            B. County Government            C. City or Township Government            D. Special District Government            E. Regional Organization            F. U.S. Territory or Possession            G. Independent School District            H. Public/State Controlled Institution of Higher Education            I. Indian/Native American Tribal Government (Federally Recognized)            J. Indian/Native American Tribal Government (Other than Federally Recognized)            K. Indian/Native American Tribally Designated Organization            L. Public/Indian Housing Authority         </td> <td style="vertical-align: top; width: 50%;">           M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)            N. Nonprofit without 501(c)(3) IRS Status (Other than Institution of Higher Education)            O. Private Institution of Higher Education            P. Individual            Q. For-Profit Organization (Other than Small Business)            R. Small Business            S. Hispanic-serving Institution            T. Historically Black Colleges and Universities (HBCUs)            U. Tribally Controlled Colleges and Universities (TCCUs)            V. Alaska Native and Native Hawaiian Serving Institutions            W. Non-domestic (non-US) Entity            X. Other (specify)         </td> </tr> </table>		A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501(c)(3) IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	20. <b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.  If yes, include an explanation on the continuation sheet.
			A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501(c)(3) IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	
21. <b>Authorized Representative: (Required)</b> To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required); telephone number (Required); fax number and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)					

### Application Budget Summary (all applicants)

<b>Applicant Name</b>	Cochise County	<b>Number of Project Sponsors</b>	2	<b>Plan dates for grant agreement and activities</b>	01/2012 (mo./yr.)
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A.	Eligible Activity	HOPWA Request				Leveraged Funds
		A. Year 1	B. Year 2	C. Year 3	D. Total	
Facility Development (new applications only)	1. Acquisition					
	2. Rehabilitation, Repair & Conversion					
	3. New Construction (for Community Residences and SRO dwellings only)					
Facility Operations	4. Operating Costs for Housing Facility					
	5. Leasing					
TBRA	6. Tenant-based Rental Assistance	106,000	120,080	136,620	362,700	
STRMU	7. Short-term Rent, Mortgage, & Utility Payments to Prevent Homelessness	9,500	10,560	11,340	31,400	
Support Services	8. Supportive Services	47,300	49,500	52,159	148,959	154,000
Other Program Expenses	9. Housing Information Services	1,859	1,908	1,959	5,726	976
	10. Permanent Housing Placement	2,400	2,400	2,400	7,200	
	11. Resource Identification to Establish, Coordinate & Develop Housing Assistance					
	12. Other Housing Costs (please specify in narrative: requires HUD approval)					
<b>13. Total Program Costs: (total of lines 1-12)</b>		167,059	184,448	204,478	555,985	
Administrative Expenses	14. Grantee's Administrative	2,059	2,059	2,059	6,177	
	15. Project Sponsor's Administrative Costs	16,200	16,500	16,720	49,420	
<b>16. Total HOPWA Request (total of lines 13-15)</b>		185,318	203,007	223,257	611,582	

### Detailed Project Budget & Housing Outputs (each organization)

<b>Name of organization:</b>					
<b>Type:</b>	Grantee: <input type="checkbox"/>	Project Sponsor: <input type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/>	Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request				
		Yr. 1	Yr. 2	Yr. 3	Totals:	
<b>Facility Development (new applications only)</b>	1. Acquisition Description:	Budget				
		# of Units				
	2. Rehabilitation/Repair/Conversion Description:	Budget				
		# of Units				
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget				
		# of Units				
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>						
<b>Facility Operations</b>	4. Operating Costs for Housing Facility Description:	Budget				
		# of Units				
<b>TBRA STRMU</b>	5. Leasing Description:	Budget				
		# of Units				
<b>TBRA STRMU</b>	6. Tenant-Based Rental Assistance Payments Description:	Budget				
		# of Households				
<b>TBRA STRMU</b>	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget				
		# of Households				
<b>Support Services</b>	8. Supportive Services Costs Description:	Budget				
		# of Households				
<b>Other Program Expenses</b>	9. Housing Information Services Description:	Budget				
		# of Households				
	10. Permanent Housing Placement Services Description:	Budget				
		# of Households				
	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget				
<b>Other Program Expenses</b>	12. Other Housing Costs (approved by HUD) Description:	Budget				
		# of Units				
<b>Administrative Expenses</b>	13. Grantee's Administrative Costs Description:	Budget				
	14. Project Sponsor's Administrative Costs Description:	Budget				

**15. Total HOPWA Request for this Organization**

**Note:** Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item.



## Transparency Act Compliance

**Instructions:** Charts 1 and Chart 2 below should be completed for the grantee and each project sponsor. Chart 1 should be completed with the general information requested. Chart 2 should be completed for each sub-contractor (other than your project sponsor/s) who receives over \$25,000.00 per the Transparency Act of 2006 (Public Law 109-282). If the sub-contractor information requested for Chart 2 is not known at the time of application submission, check the unknown check box. If the project is approved, this information will be collected and reported in the Annual Performance Report (APR).

Grantee: ☒; Project Sponsor: ☐

### Chart 1: General Information

<b>Name and Address of Organization</b>			
Cochise County			
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
Bisbee	AZ	85603	Cochise
<b>Congressional District of Organization</b>		<b>EIN/TIN of Organization*</b>	<b>Organization's Website Address</b>
8		86-6000398	Cochise.az.gov
<b>Parent Company Name and Address (If Applicable)</b>			
<b>Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating)</b>			
43420			
<b>City and County of Primary Service Area(s)</b>		<b>Zip Code of Primary Service Area(s)</b>	<b>Congressional District of Primary Service Area(s)</b>
Cochise County AZ		85603	8

### Chart 2: Sub-contractors receiving \$25,000 or more (Unknown ☐)

<b>Contract Recipient Business Name Address</b>			
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
<b>Congressional District of Contract Recipient</b>	<b>NAICS Code*</b>	<b>EIN/TIN of Organization*</b>	<b>Organization's Website Address</b>
<b>Parent Company Name and Address (If Applicable)</b>			
<b>Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating)</b>			
<b>City and County of Primary Service Area(s)</b>		<b>Zip Code of Primary Service Area(s)</b>	<b>Congressional District of Primary Service Area(s)</b>

\*Employer Identification Number or Tax Identification Number

\*North American Industry Classification System code

### HOPWA Applicant Certifications

The following certified statements are required by law.

The Applicant hereby assures and certifies that:

**1. Fair Housing.** It will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and implementing regulations at 24 CFR part 1; Fair Housing Act, 42 U.S.C. 3601-3619, which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. Applicant will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(b) It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing. For Indian tribes, it will comply with the Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*), instead of Title VI and the Fair Housing Act and implementing regulations.

(c) It will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 *et seq.*).

(d) It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.

(e) It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 135.11(e).

(f) It will comply with Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701(u)), as amended, and implementing regulations at 24 CFR part 135, which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

(g) It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, which prohibit discrimination based on handicap in federally-assisted programs and activities.

(h) It will comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, and where applicable, the design and construction requirements of the Fair Housing Act.

(i) It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and implementing regulations at 24 CFR part 146, which prohibit discrimination because of age in projects and activities receiving federal financial assistance.

(j) It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

(k) If potentially eligible persons of particular race, color religion, sex, age, national origin, familial status, or handicap are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

**2. Environmental Requirements.** The grantee, its project sponsors and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend HUD or local funds for eligible activities, until the responsible entity (as defined in §58.2) has completed the environmental review procedures required by 24 CFR part 58 and the environmental certification and HUD approval of form HUD-7015.15, "Request for Release of Funds and Certification" (RROF) of compliance with the National Environmental Policy Act and implementing regulations at 24 CFR part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities). HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

**3. HOPWA Facility Use Period Requirement.** Any building or structure assisted with amounts under this part will be maintained as a facility to provide assistance for eligible persons: (i) for not less than 10 years in the case of assistance involving new construction, substantial rehabilitation or acquisition of a building or structure; and (ii) for not less than three years in cases involving non-substantial rehabilitation or repair of a building or structure.

**4. Client Confidentiality.** The grantee and project sponsor must comply with the confidentiality requirements, as mandated by Section 856 of the AIDS Housing Opportunity Act and implemented in HOPWA regulation at 574.440: "The Grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any assisted under this part and any other information regarding individuals receiving assistance".

*I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.*  
Warning: HUD will refer for prosecution false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

### HOPWA Applicant Certifications

Name with Signature of Authorized Certifying Official & Date

Patrick G. Call



3-1-11

Title

Chairman, Board of Supervisors

Name of Applicant

Cochise County

**Certification of Consistency  
with the Consolidated Plan**U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Housing Authority of Cochise CountyProject Name: Housing Opportunities for Persons With AIDS (HOPWA)Location of the Project: Housing Authority of Cochise County  
100 Clawson Avenue P.O. Box 167  
Bisbee, Arizona 85603Name of the Federal  
Program to which the  
applicant is applying: FY 2011 HOPWA Permanent Supportive Housing Renewal GrantName of  
Certifying Jurisdiction: Cochise CountyCertifying Official  
of the Jurisdiction  
Name: Patrick G. CallTitle: Chairman, Board of SupervisorsSignature: Date: February 15, 2011